

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MINA REZK

Plaintiff,

V.

SOUTHWEST AIRLINES CO.; and  
DOES 1through 100, Inclusive,

## Defendants.

CASE NO.: 2:18-cv-06446-ODW-  
GJSx  
[Discovery Document: Referred to  
Magistrate Judge Gail J. Standish]

## **STIPULATED PROTECTIVE ORDER**

## **NOTE CHANGES MADE BY THE COURT IN BOLD**

Action Filed: May 21, 2018

Trial Date: None Set

## 1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to

1 discovery and that the protection it affords from public disclosure and use extends  
2 only to the limited information or items that are entitled to confidential treatment  
3 under the applicable legal principles.

4 **B. GOOD CAUSE STATEMENT**

5 This action is likely to involve confidential medical information, trade  
6 secrets, customer and pricing lists and other valuable employment, personally  
7 identifiable, commercial, financial, technical and/or proprietary information for  
8 which special protection from public disclosure and from use for any purpose other  
9 than prosecution of this action is warranted. Such confidential and proprietary  
10 materials and information consist of, among other things, confidential business or  
11 financial information, information regarding Southwest Airlines Co.'s employee  
12 handbook, current and former Southwest Airlines Co.'s employee's social security  
13 information, dates of birth, personal banking information, personal financial  
14 information, medical information, and records stating rates of pay at Southwest  
15 Airlines Co., confidential business or financial information, information regarding  
16 confidential business practices, or commercial information (including information  
17 implicating privacy rights of third parties), information otherwise generally  
18 unavailable to the public, or which may be privileged or otherwise protected from  
19 disclosure under state or federal statutes, court rules, case decisions, or common  
20 law. Accordingly, to expedite the flow of information, to facilitate the prompt  
21 resolution of disputes over confidentiality of discovery materials, to adequately  
22 protect information the parties are entitled to keep confidential, to ensure that the  
23 parties are permitted reasonable necessary uses of such material in preparation for  
24 and in the conduct of trial, to address their handling at the end of the litigation, and  
25 serve the ends of justice, a protective order for such information is justified in this  
26 matter. It is the intent of the parties that information will not be designated as  
27 confidential for tactical reasons and that nothing be so designated without a good

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1 faith belief that it has been maintained in a confidential, non-public manner, and  
2 there is good cause why it should not be part of the public record of this case.

3 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL**

4 The parties further acknowledge, as set forth in Section 12.3, below, that  
5 this Stipulated Protective Order does not entitle them to file confidential  
6 information under seal; Local Civil Rule 79-5 sets forth the procedures that must be  
7 followed and the standards that will be applied when a party seeks permission from  
8 the court to file material under seal.

9 There is a strong presumption that the public has a right of access to judicial  
10 proceedings and records in civil cases. In connection with non-dispositive motions,  
11 good cause must be shown to support a filing under seal. *See Kamakana v. City*  
12 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*  
13 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*  
14 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective  
15 orders require good cause showing), and a specific showing of good cause or  
16 compelling reasons with proper evidentiary support and legal justification, must be  
17 made with respect to Protected Material that a party seeks to file under seal. The  
18 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL  
19 does not—without the submission of competent evidence by declaration,  
20 establishing that the material sought to be filed under seal qualifies as confidential,  
21 privileged, or otherwise protectable—constitute good cause.

22 Further, if a party requests sealing related to a dispositive motion or trial,  
23 then compelling reasons, not only good cause, for the sealing must be shown, and  
24 the relief sought shall be narrowly tailored to serve the specific interest to be  
25 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.  
26 2010). For each item or type of information, document, or thing sought to be filed  
27 or introduced under seal in connection with a dispositive motion or trial, the party  
28 seeking protection must articulate compelling reasons, supported by specific facts

1 and legal justification, for the requested sealing order. Again, competent evidence  
2 supporting the application to file documents under seal must be provided by  
3 declaration.

4 Any document that is not confidential, privileged, or otherwise protectable in  
5 its entirety will not be filed under seal if the confidential portions can be redacted.  
6 If documents can be redacted, then a redacted version for public viewing, omitting  
7 only the confidential, privileged, or otherwise protectable portions of the document,  
8 shall be filed. Any application that seeks to file documents under seal in their  
9 entirety should include an explanation of why redaction is not feasible.

10 2. DEFINITIONS

11 2.1 Action: Mina Rezk v. Southwest Airlines Co., in the United States  
12 District Court for the Central District of California, case number 2:18-cv-06446-  
13 ODW-GJSx.

14 2.2 Challenging Party: a Party or Non-Party that challenges the  
15 designation of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
17 how it is generated, stored or maintained) or tangible things that qualify for  
18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
19 the Good Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
21 their support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information or  
23 items that it produces in disclosures or in responses to discovery as  
24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless  
26 of the medium or manner in which it is generated, stored, or maintained (including,  
27 among other things, testimony, transcripts, and tangible things), that are produced  
28 or generated in disclosures or responses to discovery in this matter.

1       2.7    Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
3 an expert witness or as a consultant in this Action.

4       2.8    House Counsel: attorneys who are employees of a party to this Action.  
5 House Counsel does not include Outside Counsel of Record or any other outside  
6 counsel.

7       2.9    Non-Party: any natural person, partnership, corporation, association or  
8 other legal entity not named as a Party to this action.

9       2.10   Outside Counsel of Record: attorneys who are not employees of a  
10 party to this Action but are retained to represent or advise a party to this Action and  
11 have appeared in this Action on behalf of that party or are affiliated with a law firm  
12 that has appeared on behalf of that party, and includes support staff.

13       2.11   Party: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
15 support staffs).

16       2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18       2.13   Professional Vendors: persons or entities that provide litigation  
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21 and their employees and subcontractors.

22       2.14   Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL.”

24       2.15   Receiving Party: a Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

26       3.      SCOPE

27       The protections conferred by this Stipulation and Order cover not only  
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the  
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 **Once a case proceeds to trial, information that was designated as  
8 CONFIDENTIAL or maintained pursuant to this protective order used or  
9 introduced as an exhibit at trial becomes public and will be presumptively  
10 available to all members of the public, including the press, unless compelling  
11 reasons supported by specific factual findings to proceed otherwise are made  
12 to the trial judge in advance of the trial. See *Kamakana*, 447 F.3d at 1180-81  
13 (distinguishing “good cause” showing for sealing documents produced in  
14 discovery from “compelling reasons” standard when merits-related documents  
15 are part of court record). Accordingly, the terms of this protective order do  
16 not extend beyond the commencement of the trial for any such documents.**

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
19 Each Party or Non-Party that designates information or items for protection under  
20 this Order must take care to limit any such designation to specific material that  
21 qualifies under the appropriate standards. The Designating Party must designate for  
22 protection only those parts of material, documents, items or oral or written  
23 communications that qualify so that other portions of the material, documents,  
24 items or communications for which protection is not warranted are not swept  
25 unjustifiably within the ambit of this Order.

26 Mass, indiscriminate or routinized designations are prohibited. Designations  
27 that are shown to be clearly unjustified or that have been made for an improper  
28 purpose (e.g., to unnecessarily encumber the case development process or to

1 impose unnecessary expenses and burdens on other parties) may expose the  
2 Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or items that it  
4 designated for protection do not qualify for protection, that Designating Party must  
5 promptly notify all other Parties that it is withdrawing the inapplicable designation.

6       5.2 Manner and Timing of Designations. Except as otherwise provided in  
7 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
9 under this Order must be clearly so designated before the material is disclosed or  
10 produced.

11       Designation in conformity with this Order requires:

12       (a) for information in documentary form (e.g., paper or electronic  
13 documents, but excluding transcripts of depositions or other pretrial or trial  
14 proceedings), that the Producing Party affix at a minimum, the legend  
15 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
16 contains protected material. If only a portion of the material on a page qualifies for  
17 protection, the Producing Party also must clearly identify the protected portion(s)  
18 (e.g., by making appropriate markings in the margins).

19       A Party or Non-Party that makes original documents available for inspection  
20 need not designate them for protection until after the inspecting Party has indicated  
21 which documents it would like copied and produced. During the inspection and  
22 before the designation, all of the material made available for inspection shall be  
23 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
24 documents it wants copied and produced, the Producing Party must determine  
25 which documents, or portions thereof, qualify for protection under this Order.  
26 Then, before producing the specified documents, the Producing Party must affix the  
27 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
28 portion of the material on a page qualifies for protection, the Producing Party also

1 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
2 in the margins).

3 (b) for testimony given in depositions that the Designating Party  
4 identifies the Disclosure or Discovery Material on the record, before the close of  
5 the deposition all protected testimony.

6 (c) for information produced in some form other than documentary and  
7 for any other tangible items, that the Producing Party affix in a prominent place on  
8 the exterior of the container or containers in which the information is stored the  
9 legend “CONFIDENTIAL.” If only a portion or portions of the information  
10 warrants protection, the Producing Party, to the extent practicable, shall identify the  
11 protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive  
14 the Designating Party’s right to secure protection under this Order for such  
15 material. Upon timely correction of a designation, the Receiving Party must make  
16 reasonable efforts to assure that the material is treated in accordance with the  
17 provisions of this Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
20 designation of confidentiality at any time that is consistent with the Court’s  
21 Scheduling Order.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
23 resolution process under Local Rule 37.1 et seq.

24 6.3 The burden of persuasion in any such challenge proceeding shall be on  
25 the Designating Party. Frivolous challenges, and those made for an improper  
26 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
27 parties) may expose the Challenging Party to sanctions. Unless the Designating  
28 Party has waived or withdrawn the confidentiality designation, all parties shall

1 continue to afford the material in question the level of protection to which it is  
2 entitled under the Producing Party's designation until the Court rules on the  
3 challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this  
7 Action only for prosecuting, defending or attempting to settle this Action. Such  
8 Protected Material may be disclosed only to the categories of persons and under the  
9 conditions described in this Order. When the Action has been terminated, a  
10 Receiving Party must comply with the provisions of section 13 below (FINAL  
11 DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a  
13 location and in a secure manner that ensures that access is limited to the persons  
14 authorized under this Order.

15 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
16 otherwise ordered by the court or permitted in writing by the Designating Party, a  
17 Receiving Party may disclose any information or item designated  
18 “CONFIDENTIAL” only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
20 well as employees of said Outside Counsel of Record to whom it is reasonably  
21 necessary to disclose the information for this Action;

22 (b) the officers, directors, and employees (including House Counsel) of  
23 the Receiving Party to whom disclosure is reasonably necessary for this Action;

24 (c) Experts (as defined in this Order) of the Receiving Party to whom  
25 disclosure is reasonably necessary for this Action and who have signed the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (d) the court and its personnel;

28 (e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be  
10 STIPULATED PROTECTIVE ORDER  
CASE NO. 2:18-cv-06446-ODW-GJS

1 pursued by the Designating Party whose Protected Material may be affected.

2        If the Designating Party timely seeks a protective order, the Party served with  
3 the subpoena or court order shall not produce any information designated in this  
4 action as “CONFIDENTIAL” before a determination by the court from which the  
5 subpoena or order issued, unless the Party has obtained the Designating Party’s  
6 permission. The Designating Party shall bear the burden and expense of seeking  
7 protection in that court of its confidential material and nothing in these provisions  
8 should be construed as authorizing or encouraging a Receiving Party in this Action  
9 to disobey a lawful directive from another court.

10      9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
11      LITIGATION

12        (a) The terms of this Order are applicable to information produced by a  
13 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
14 produced by Non-Parties in connection with this litigation is protected by the  
15 remedies and relief provided by this Order. Nothing in these provisions should be  
16 construed as prohibiting a Non-Party from seeking additional protections.

17        (b) In the event that a Party is required, by a valid discovery request, to  
18 produce a Non-Party’s confidential information in its possession, and the Party is  
19 subject to an agreement with the Non-Party not to produce the Non-Party’s  
20 confidential information, then the Party shall:

21            (1) promptly notify in writing the Requesting Party and the Non-Party  
22 that some or all of the information requested is subject to a confidentiality  
23 agreement with a Non-Party;

24            (2) promptly provide the Non-Party with a copy of the Stipulated  
25 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
26 specific description of the information requested; and

27            (3) make the information requested available for inspection by the  
28 Non-Party, if requested.

9    10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

18 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
19 MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated

1 protective order submitted to the court.

2 12. MISCELLANEOUS

3 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
4 person to seek its modification by the Court in the future.

5 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
6 Protective Order, no Party waives any right it otherwise would have to object to  
7 disclosing or producing any information or item on any ground not addressed in  
8 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
9 any ground to use in evidence of any of the material covered by this Protective  
10 Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any  
12 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
13 may only be filed under seal pursuant to a court order authorizing the sealing of the  
14 specific Protected Material at issue. If a Party's request to file Protected Material  
15 under seal is denied by the court, then the Receiving Party may file the information  
16 in the public record unless otherwise instructed by the court.

17 13. FINAL DISPOSITION

18 After the final disposition of this Action, as defined in paragraph 4, within 60  
19 days of a written request by the Designating Party, each Receiving Party must  
20 return all Protected Material to the Producing Party or destroy such material. As  
21 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
22 compilations, summaries, and any other format reproducing or capturing any of the  
23 Protected Material. Whether the Protected Material is returned or destroyed, the  
24 Receiving Party must submit a written certification to the Producing Party (and, if  
25 not the same person or entity, to the Designating Party) by the 60 day deadline that  
26 (1) identifies (by category, where appropriate) all the Protected Material that was  
27 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
28 copies, abstracts, compilations, summaries or any other format reproducing or

1 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
2 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
3 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
4 and trial exhibits, expert reports, attorney work product, and consultant and expert  
5 work product, even if such materials contain Protected Material. Any such archival  
6 copies that contain or constitute Protected Material remain subject to this Protective  
7 Order as set forth in Section 4 (DURATION).

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1 14. VIOLATION

2 Any violation of this Order may be punished by appropriate measures including,  
3 without limitation, contempt proceedings and/or monetary sanctions.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5 DATED: December 18, 2018  
6

7 /s/ Stephen Love

8 Stephen J. Reiss  
9 Stephen Love  
10 Attorneys for Plaintiff  
MINA REZK

11 DATED: December 18, 2018  
12

13 /s/ Hilda Aguilar

14 Stefan H. Black  
15 Hilda Aguilar  
16 Attorneys for Defendant  
SOUTHWEST AIRLINES CO.

17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
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19 DATED: January 7, 2019  
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22  
23 GAIL J. STANDISH  
24 UNITED STATES MAGISTRATE JUDGE  
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26  
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**EXHIBIT A**

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of Mina Rezk v. Southwest Airlines Co., case number 2:18-cv-06446-ODW-GJSx. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name:

Signature: \_\_\_\_\_